



# **TOWN OF KITTERY**

**200 Rogers Road, Kittery, ME 03904**  
**Telephone: (207) 475-1329 Fax: (207) 439-6806**

## **WORKSHOP** **6:00 P.M.**

The Town Council will meet with the Town Manager, Police Chief, Animal Control Officer and the Parks Commission to discuss issues associated with Fort Foster and other parks

August 22, 2016

Council Chambers

Kittery Town Council  
Regular Meeting  
7:00 p.m.

1. Call to Order
2. Introductory
3. Pledge of Allegiance
4. Roll Call
5. Agenda Amendment and Adoption
6. Town Manager's Report
7. Acceptance of Previous Minutes – 10/14/15 and 8/8/16 Regular Meetings
8. Interviews for the Board of Appeals and Planning
9. All items involving the town attorney, town engineers, town employees or other town consultants or requested officials.

(080316-1) The Kittery Town Council moves to approve and authorize the Town Manager to sign a York County Maine Public Works Mutual Aid Agreement.

### 10. PUBLIC HEARINGS

(080316-2) The Kittery Town Council moves to hold a public hearing in accordance with Sec. 6.09 (4) of the Kittery Town Charter to transfer appropriations between accounts and carry forward requests.

GENERAL FUND BUDGET TRANSFERS									
TRANSFER FROM:		ACCT #	DESCRIPTION	AMOUNT	TRANSFER TO:		ACCT #	DESCRIPTION	AMOUNT
#1	ASSESSING	101150-68500	TRANSFERS OUT	\$ 55,850	ADMIN	101110-68500		TRANSFERS IN	\$ 55,850
#2	RESOURCE RECOVERY	101930-68500	TRANSFERS OUT	\$ 28,350	INTEREST PAYMENTS	101230-68268		2015 CIP BOND INTEREST	\$ 28,350
#3	RESOURCE RECOVERY	101930-68500	TRANSFERS OUT	\$ 22,800	POLICE	101310-68500		TRANSFERS IN	\$ 22,800
#4	RESOURCE RECOVERY	101930-68500	TRANSFERS OUT	\$ 24,210	FIRE	101320-68500		TRANSFERS IN	\$ 24,210
#5	PLANNING	101721-68500	TRANSFERS OUT	\$ 565	COUNTY TAX	101150-65480		OTHER PROFESSIONAL SRVCS	\$ 565
#6	IN TOWN PARKS	101730-68500	TRANSFERS OUT	\$ 8,150	GENERAL ASSISTANCE	101520-65480		TRANSFERS IN	\$ 8,150
#7	OTHER INSURANCES	103000-68500	TRANSFERS OUT	\$ 15,000	STREET LIGHTS	101330-68500		TRANSFERS IN	\$ 15,000
#8	PLANNING	101721-68500	TRANSFERS OUT	\$ 2,570	HYDRANT RENTALS	101340-65300		TRANSFERS IN	\$ 2,570
#9	FORT FOSTER	101735-68500	TRANSFERS OUT	\$ 11,100	MISC ACCOUNTS	101740-65025		COMPUTER MAINTENANCE	\$ 11,100
#10	PLANNING	101721-68500	TRANSFERS OUT	\$ 100	STATE/BANK FEES	101750-65954		BANK FEES	\$ 100
			TOTAL GENERAL FUND TRANSFERS FROM:	\$ 168,695				TOTAL GENERAL FUNDS TRANSFERS TO:	\$ 168,695
OTHER FUNDS TRANSFERS to fund overdrawn accounts									
COMPUTER REPLACEMENT / REPAIR		4020-68500	TRANSFERS OUT	\$ 3,462.95	OFFICE FURNITURE REPLACEMENT	4021-43580	TRANSFERS IN		\$ 3,462.95
FORT FOSTER PIER		4016-68500	TRANSFERS OUT	\$ 16,000.00	DRAINAGE PROJECTS	4002-43580	TRANSFERS IN		\$ 16,000.00
			TOTAL OTHER FUNDS TRANSFERS TO CLOSE OUT ACCOUNTS	\$ 19,462.95				TOTAL OTHER FUNDS TRANSFERS TO	\$ 19,462.95

2016 CARRY FORWARDS				
CARRY FORWARD	ACCT #	DESCRIPTION	AMOUNT	EXPLANATION
HIGHWAY	101410-64010	FULL TIME SALARIES	\$ 34,000	TO COVER ANTICIPATED SHORTFALL IN SALARIES DUE TO THE RETIREMENT OF THE PWC
HIGHWAY	101410-64029	OVERTIME - SNOW & STORMS	\$ 20,000	TO COVER ANTICIPATED SHORTFALL IN SALARIES DUE TO THE RETIREMENT OF THE PWC
RESOURCE RECOVERY	101930-64010	FULL TIME SALARIES	\$ 20,000	TO COVER ANTICIPATED SHORTFALL IN SALARIES DUE TO THE RETIREMENT OF THE PWC
GRAND TOTAL			74,000.00	

11. DISCUSSION

- a. Discussion by members of the public (three minutes per person)
- b. Response to public comment directed to a particular Councilor
- c. Chairperson's response to public comments

12. UNFINISHED BUSINESS

13. NEW BUSINESS

- a. Donations/gifts received for Council disposition

(080316-3) The Kittery Town Council moves to accept a donation in the amount of \$1,000 from Robert and Sylvia Carpenter to the Recreation Department for the Summer Adventure Camp to be deposited in account #1000-24300 Advanced Program Sales.

- b. (080316-4) The Kittery Town Council moves to approve the disbursement warrants

c. (080316-5) The Kittery Town Council moves to authorize Tributary Brewing Co. to hold two special events on Saturday, September 10<sup>th</sup>, 12 noon to 8:00 p.m. and Saturday, October 22<sup>nd</sup>, 12 noon to 8:00 p.m. and to extend the bonded area to a tent outside the tasting room.

d. (080316-6) The Kittery Town Council moves to authorize the Kittery PTA to hold its annual Seaside 4-Miler Road Race on Sunday, September 25<sup>th</sup> at Fort Foster and to hang a banner across Rogers Road from September 1<sup>st</sup> to September 25<sup>th</sup> to advertise the road race.

e. (080316-7) The Kittery Town Council moves to appoint Richard Brooks as a full member to the Parks Commission until 12/31/19.

f. (080316-8) The Kittery Town Council moves to appoint Joyce Tobey as Warden and Sandra Lutts as Deputy Warden for the November 8, 2016 General and Municipal Election and to approve the opening of the polls at 7:00 a.m. and closing at 8:00 p.m. at the Kittery Community Center, 120 Rogers Road.

g. (080316-9) The Kittery Town Council moves to appoint a representative to meet with the Chair of the Port Authority to interview Mark Drummond for his re-appointment to that board until 8/31/21.

14. COUNCILOR ISSUES OR COMMENTS

15. COMMITTEE AND OTHER REPORTS

- a. Communications from the Chairperson
- b. Committee Reports

16. EXECUTIVE SESSION

(080316-10) The Kittery Town Council moves to go in to executive session with the Town Manager in accordance with 1 M.R.S. §405 (6) (A) to discuss a personnel matter.

17. ADJOURNMENT

# Workshop Agenda

## Fort Foster Update

August 22, 2016

1 Park Review

2 *Current Situation: Fort Foster attendance has increased significantly. This continues to put stress on*  
3 *resources and staff.*

4

5 Issues to discuss

- 6 • *drones – first complaint of a drone was received last season*  
7 • *dog waste – continues to be a top complaint. We will discuss ideas*  
8 • *rule enforcement – the largest number of complaints comes from customers watching rules*  
9 *being broken*  
10 • *Other park policies*

11

12 Park Patrol

13

14 Financial Review

- 15 • *Discuss free passes – new free pass for senior citizens*

16

17 Hours of operation – *a few inquiries have come in to open the park earlier and extend the season.*



# TOWN OF KITTERY

Office of the Town Manager

200 Rogers Road, Kittery, ME 03904

Telephone: 207-475-1329 Fax: 207-439-6806

[cgranfield@kitteryme.org](mailto:cgranfield@kitteryme.org)

Carol M. Granfield  
Interim Town Manager

## Town Manager's Report to the Town Council August 17, 2016

1. **Grant** – I am pleased to report that we have finally received the official award notification from the Bureau of Parks and Lands for the Land and Water Conservation Fund in the amount of \$187,000. You may recall that we received authorization previously to move ahead as the final award notice would not be received until this summer.
2. **Library** – This summer the Library had over 500 children in the summer reading program. This positive program continues to grow each year. The Summer program will have an ending event on August 30 at Fort Foster with the large movie blow up screen showing the movie Star Wars.
3. **Personnel Board** – I am coordinating a meeting with the Board to review the job descriptions of some positions. Recommendations will then be coming forth for Title 2 modifications with a public hearing. I plan on additionally discussing some upcoming personnel-related items.
4. **Title 4 Committee** – I am in the process of scheduling a meeting in the new few weeks with this committee to resume the work on updating this section pertaining to boards and committees in the Town Code
5. **Retirement** – A reminder of the Retirement gathering to honor Commissioner Norman Albert, that will be held at the KCC on Thursday, August 25, 3:00 – 5:30. All are welcome to attend and provide Norm with best wishes for his retirement.
6. **Betterment Assessment and Direction** – As a result of the adopted plan, certified letters will be sent out this week to all affected property owners which include the plan, and all necessary information for appeals, payments, etc. Information will also be posted on the website. As a result of information discussed during the meeting process, it was indicated that a review of the Title 12 section on the related Categories of Use and Unit Charge needs to be conducted and that a clear determination of the feasibility of charges for additional faucets, lavatories, showers, sinks, etc. for all plumbing additions will lead to further refinement and ordinance. Additionally it was also indicated as a result of review of the auditor's opinion regarding the revenue profiles and future revenue/expense picture with the ability to repay the bond debt service, that it will require significant legal-technical attention on the TIF #3 with DECD and require prudent fiscal management for the next 20 years. I would like to receive the Town Council direction on how you would like these two items to move forth.
7. **Forside Parking Meeting** – We are holding the parking meeting with various department heads to provide some update to businesses/property owners regarding available and potential parking available and listen to feedback and ideas for improvements.

Respectfully Submitted,

*Carol*

Carol M. Granfield

1. Call to Order

Chairperson Thomson called the meeting to order at 7:00 p.m.

2. Introductory

Chairperson Thomson read the introductory.

3. Pledge of Allegiance

Chairperson Thomson led those present in the Pledge of Allegiance.

4. Roll Call

Answering the roll call were Chairperson Jeffrey Thomson, Vice Chairperson Russell White, Councilors Frank Dennett, Charles Denault, Kenneth Lemont, and Judith Spiller.

5. Agenda Amendment and Adoption

Hearing none; the agenda was adopted as amended.

6. Town Manager's Report

Town Manager Colbert-Puff reviewed her written report as follows.

**York Water District Cell Tower Lease** – Several suggestions provided by Councilor Dennett were incorporated into the York Water District Cell Tower lease.

**Sewer Extension Update** – The directional drill beneath I-95 as part of the sewer extension project has been successfully completed and pressure tested. Town Manager Colbert-Puff thanked Eric Taylor for allowing her to observe the work onsite.

**Wood Island Project Update** – A Request for Information (RFI) was issued for the Wood Island Life-Saving Station abatement and restoration work. A site visit was conducted and a formal plan is expected to be developed in winter season.

**Comprehensive Plan Update** – The Comprehensive Plan Update Committee has selected Community Circle, RKG Associates, Martha Lyon Landscape Architecture, and AECOM to assist with building the Comprehensive Plan 2015-2025. Town Manager Colbert-Puff expected to have a kickoff meeting with the organizations in October.

**Roadway Paving Repairs** – An agreement was made with Dayton Sand & Gravel to perform roadway paving immediately, if weather permits.

**Memorial Circle and Wentworth/Walker Projects** – The State of Maine and consultants are currently working on the design plan for the Memorial Circle project. The preliminary design is expected to be presented to the Planning Board on October 22, 2015 and scheduled to be advertised for bid in May 2016.

Maine DOT has assumed responsibility of the Wentworth St and Walker Ave project. The improvements from Main St to St. Rays Fields were discussed, which include resurfacing the

- 34 roads, widening the sidewalks to 5 feet, and replacing the Wentworth St-Walker Ave  
35 intersection.
- 36 Complaints have been reported of poor visibility from Jones Ave to Walker St. Town Manager  
37 Colbert-Puff asked for potential solutions for this issue from the State.
- 38 **Athletic Fields Master Plan** – The Athletic Fields Master Plan was completed and the  
39 consultant requested to present to the Town Council at the next meeting.
- 40 **FEMA Reimbursement for the January 26-28<sup>th</sup> Storm** – Federal Emergency Management  
41 Agency (FEMA) confirmed that the Town of Kittery will be reimbursed for the damages  
42 incurred in the Jan-Feb 2015 storm totaling approximately \$97,000. Further details are  
43 forthcoming.
- 44 **Board Appointments** – The committee on Council appointments has agreed to align the end  
45 dates for a variety of council appointments. A proposal is expected to be provided to the Council  
46 next month. A language change in the ordinance will allow the Council to adjust those dates as  
47 necessary.
- 48 **Capital Improvement Committee (CIP)** – The first Capital Improvement Committee meeting  
49 is scheduled for October 15, 2016.
- 50 Town Manager Colbert-Puff reviewed items not included in her written report as follows.
- 51 **Hampton Inn Appeal** – The Planning Board decision regarding the Hampton Inn has been  
52 appealed.
- 53 **Safford School** – Town Manager Colbert-Puff inspected the Safford School and determined the  
54 roof is in need of repair. She planned to speak with the CIP about the use of the overall town-  
55 wide roof account for the repairs.
- 56 **FEMA Flood Rate Map** – FEMA has provided their flood map insurance rates and minor  
57 changes have been made to the coastal aspect of the maps. It was discussed at a York County  
58 senators' meeting and both Kittery senators met October 13, 2015 to devise recommendations to  
59 FEMA that consider the extensive coastline in Kittery compared to other areas. The maps based  
60 on a California methodology are not reasonable and she anticipated receiving a response as to  
61 what FEMA will accept.
- 62 **Channel 22 Live Stream Online** – Channel 22 can now be viewed live on the website. Those  
63 people that do not have cable TV can still watch the announcements by navigating to the  
64 website.
- 65 **Assessing Department** – Last week, Town Manager Colbert-Puff received a report on the  
66 function of the assessing department. She decided to allow for renewal of the interim  
67 appointment up to 90 days to provide more time for the assessor.
- 68 Town Manager Colbert-Puff replied to Councilor Dennett that an abutter, Richard Balano,  
69 appealed the Hampton Inn decision.
- 70 Councilor Lemont asked if the State has made progress on the speed limit study. Town Manager  
71 Colbert-Puff replied that the State confirmed receipt of the request.

72 7. Acceptance of Previous Minutes

73 Special Meeting – September 24, 2015

74 The minutes were adopted, as presented.

75 Regular Meeting – September 28, 2015

76 The minutes were adopted, as presented.

77 8. Interviews for the Board of Appeals and Planning – None.

78 9. All items involving the town attorney, town engineers, town employees or other town  
79 consultants or requested officials. – None.

80 10. PUBLIC HEARINGS

81 a. (100115-1) The Kittery Town Council moves to hold a public hearing on an  
82 application from Clifford Elements LLC, 99 B High Street, Sanford, ME for a Victualer's  
83 License for Bill's Original Kitchen, 1 Government Street.

84 Chairperson Thomson opened the floor for public hearing. Hearing none; Chairperson Thomson  
85 closed the public hearing.

86 **A MOTION WAS MADE BY COUNCILOR SPILLER TO ACCEPT AN APPLICATION**  
87 **FROM CLIFFORD ELEMENTS LLC, 99 B HIGH STREET, SANFORD, ME FOR A**  
88 **VICTUALER'S LICENSE FOR BILL'S ORIGINAL KITCHEN, 1 GOVERNMENT**  
89 **STREET, SECONDED BY COUNCILOR WHITE. THE MOTION PASSED BY A**  
90 **UNANIMOUS ROLL CALL VOTE 6/0/0.**

91 11. DISCUSSION

92 a. Discussion by members of the public (three minutes per person)

93 Niles Pinkham, 25 Pinkhams Lane

94 Mr. Pinkham felt that the septic system soil depth limits would not help the environment because  
95 there is a 2-foot separation between the limiting factor and the bottom of septic system. If you  
96 have 9 inches of soil you can put 15 inches of sand. If you have 15 inches of soil, you only have  
97 to put 9 inches of sand. He stated that after 45 years of experience, there are other ways to limit  
98 the growth by either extending the minimum and raise the bed or enlarge the bed. He felt it  
99 would stop growth in Kittery Point.

100 Shawn Harris, 40 Cutts Road

101 Mr. Harris expressed his concern with issues in current property taxes. He provided a copy to the  
102 Town Council of five properties' bills from Central Maine Power (CMP). He requested that the  
103 corrections be made by October 15, 2016, so he can allocate to the other property owners their  
104 shares.

105 Mr. Harris requested copies of the applications and corresponding meeting minutes regarding the  
106 2004 abatements. He expressed his concern for use of modern technology with the deeper soil  
107 depths.

108 John Watts, 1 Janah Lane

109 Mr. Watts thought the State minimum for soil depth in the Shoreland Overlay Zones is 15 inches.  
110 Outside of those zones is 9 inches. The 15" depth has remained the same standard for several  
111 years, however, the 9" depth was recently changed due to new technology. He wondered why the  
112 Town of Kittery would require any further.

113 Mr. Watts referred to the December 3, 2013 Town Council meeting and felt that no real  
114 recommendations were provided by a soil scientist. He felt that any statement eluding to it being  
115 conducted by a large collaboration is false.

116 Mr. Watts attended a few workshops in 2014 on the soil suitability ordinance. His notes from  
117 April 14, 2014 observed Ms. Tuveson's statement requiring greater depths was designed to stop  
118 development. He felt this follows the Brave Boat Harbor project, which has no intention of  
119 benefiting the community. He added that Ms. Kalmar replied to Ms. Tuveson that it is to stop  
120 development until the new comprehensive plan is developed. Mr. Watts questioned why the  
121 Town of Kittery would change the soil depths ordinance if the State has not done so in several  
122 years.

123 b. Response to public comment directed to a particular Councilor – None.

124 c. Chairperson's response to public comments

125 Chairperson Thomson noted that the concerns related to the soil depths will be discussed further  
126 in the agenda.

127 Chairperson Thomson recommended that Mr. Harris visit the Assessor's Office or Finance  
128 Office to complete his request.

129 12. UNFINISHED BUSINESS

130 a. (090315-1) Item 2: The Kittery Town Council hereby ordains amendments to section  
131 16.8.7 Sewage Disposal of the Kittery Town Code.

132 This item was postponed from the September 28, 2015 meeting. The motion on the floor from  
133 that meeting carried.

134 Chairperson Thomson cited a letter from Jeffrey Clifford, ALTUS Engineering Inc. and Joseph  
135 Knowle regarding their concerns for the amendments to the section 16.8.7.

136 Mr. Di Matteo highlighted the changes that were made and entertained any questions.

137 Councilor Dennett asked for further explanation of the concerns raised regarding the soil depths.  
138 Mr. Di Matteo explained two perspectives identified with the Town's Peer Review. One being  
139 the State minimums were put in place as the bare minimum. Also, in Kittery, there is an  
140 opportunity to increase the soil depth to provide a more productive, longer-lasting septic system.  
141 Mr. Di Matteo cited a letter from Bill Straw, CMA, that expressed his reasoning to support the  
142 amendments.

143 Mr. Di Matteo clarified to Councilor Dennett that the proposed minimums are an addition to the  
144 requirements of the State. Councilor Dennett stated that he prefers not to exceed the State  
145 minimums.

146 Chairperson Thomson asked if the additional requirement will increase the possibility for test  
147 pits failing. Mr. Di Matteo responded in the affirmative. Chairperson Thomson asked if the  
148 additional soil depth increases the building costs. Mr. Di Matteo was unsure exactly by how  
149 much that would increase costs. He added that if a test pit has marginal soil, it can be built larger  
150 and improved.

151 Chairperson Thomson asked if the State could potentially impose greater soil depth requirements  
152 in Shoreland and Resource Protection Zones. Mr. Di Matteo responded that it is possible if they  
153 passed a bill of that nature, but he felt that would not be in their interest. Chairperson Thomson  
154 asked if Mr. Di Matteo was aware of other Towns that have implemented ordinances such as  
155 this. Mr. Di Matteo could not provide that information at the time.

156 Councilor Denault expressed his concern that growth will be diminished. He was concerned with  
157 failed septic tanks. Mr. Di Matteo explained that poorly functioning septic will be enhanced with  
158 deeper soil depth. Councilor Denault thanked Mr. Di Matteo for his efforts.

159 Vice Chairperson White felt that the comprehensive plan states direct development to the  
160 southern portion of Town. The proposed amendment would not slow growth, but recognizes the  
161 difficulty of responsible development north of Spruce Creek area. Development pressure should  
162 not be made easy or easier and be focused in areas where there exists water and sewer service.  
163 He felt that it follows the will of the people in Kittery as set forth in the comprehensive plan.

164 Councilor Denault thought having an engineer's perspective would be beneficial. He stated his  
165 opposition for the proposed amendment.

166 Councilor Spiller agreed with Councilor White that the proposed amendment allows for smart  
167 development.

168 Chairperson Thomson requested the further information, such as best practices or estimated costs  
169 involved for Council to make the most appropriate implication.

170 **A MOTION WAS MADE BY CHAIRPERSON THOMSON TO AMEND THE**  
171 **PROPOSED AMENDMENT TO SECTION 16.8.7 TO REMOVE "EXCEPT IN THE**  
172 **SHORELAND AND RESOURCE PROTECTION OVERLAY ZONES WHERE**  
173 **PASSING TEST PITS MUST HAVE A MINIMUM OF TWENTY-ONE (21) INCHES OF**  
174 **NATURAL MINERAL SOIL ABOVE THE LIMITING FACTOR" AT LINES 224-226,**  
175 **SECONDED BY COUNCILOR SPILLER.**

176 Councilor Dennett proposed to also remove verbiage at Lines 223-224.

177 **THE MOTION WAS AMENDED BY CHAIRPERSON THOMSON TO REMOVE**  
178 **"PASSING TEST PITS MUST HAVE A MINIMUM OF FIFTEEN (15) INCHES OF**  
179 **EXISTING NATURAL MINERAL SOIL ABOVE THE LIMITING FACTOR," AT**  
180 **LINES 223-224, SECONDED BY COUNCILOR SPILLER. ROLL CALL TAKEN WAS**  
181 **ALL IN FAVOR. MOTION CARRIED 6/0/0.**

182 **THE MOTION PASSED BY UNANIMOUS ROLL CALL VOTE 6/0/0.**

183 Councilor Dennett and Chairperson Thomson thanked the Town Planner, staff, and Planning  
184 Board for their efforts.

b. (090115-7) The Kittery Town Council hereby ordains in accordance with Section 6.11 (2) of the Kittery Town Charter a multi-year license between the York Water District and the Town of Kittery, for communications equipment to be located on a tower at Mt. Agamenticus.

This item was postponed from the September 14, 2015 meeting. The motion on the floor from that meeting carried.

Town Manager Colbert-Puff submitted the suggestions provided by Councilor Dennett to the water district and most, but not all, were incorporated into the agreement.

Councilor Dennett stated the contract indicates the existing equipment can be used for public services only. Town Manager Colbert-Puff clarified that a request or design does not exist for use of other than public services.

Councilor Dennett did not see a requirement for the York water district to hold insurance. Town Manager Colbert-Puff explained the background of the terms and procedures for the contract and insurance requirements. Councilor Dennett expressed liability concerns and stated his opposition in the voting.

Councilor Denault noted that the Public Works and Police Department have the ability to communicate effectively, regardless the frequency concerns raised. Mr. \_\_\_ (1:03) clarified that antennas on top of Mt. Agamenticus would not affect current communication capabilities. He explained the difference in operations between public and non-public portable radio receivers. It is not a public safety issue with Public Works or Sewer Department.

Mr. \_\_\_ noted that no clause indicates the responsibilities of Kittery versus the citizens.

**THE MOTION PASSED BY ROLL CALL VOTE 5/1/0, WITH COUNCILOR DENNETT OPPOSED.**

13. NEW BUSINESS

a. Donations/gifts received for Council disposition – None.

b. (100115-2) The Kittery Town Council moves to approve an application from Clifford Elements LLC, 99 B High Street, Sanford, ME for a Malt and Vinous Liquor License for Bill's Original Kitchen, 1 Government Street.

**A MOTION WAS MADE BY COUNCILOR SPILLER TO APPROVE AN APPLICATION FROM CLIFFORD ELEMENTS LLC, 99 B HIGH STREET, SANFORD, ME FOR A MALT AND VINOUS LIQUOR LICENSE FOR BILL'S ORIGINAL KITCHEN, 1 GOVERNMENT STREET, SECONDED BY COUNCILOR WHITE. THE MOTION PASSED BY UNANIMOUS ROLL CALL VOTE 6/0/0.**

c. (100115-3) The Kittery Town Council moves to approve a renewal application from Rolling In The Mud LLC, 460 US Route 1, Kittery for a Malt, Spirituous and Vinous Liquor License for When Pigs Fly Pizzeria, 460 US Route 1.

**A MOTION WAS MADE BY COUNCILOR SPILLER TO APPROVE A RENEWAL APPLICATION FROM ROLLING IN THE MUD LLC, 460 US ROUTE 1, KITTERY FOR A MALT, SPIRITUOUS AND VINOUS LIQUOR LICENSE FOR WHEN PIGS**

223 **FLY PIZZERIA, 460 US ROUTE 1, SECONDED BY COUNCILOR WHITE. THE**  
224 **MOTION PASSED BY UNANIMOUS ROLL CALL VOTE 6/0/0.**

225 d. (101015-4) The Kittery Town Council moves to authorize Tributary Brewing Co.,  
226 LLC, 5 Winding Brooke Lane, South Berwick, ME, a one day extension for Tributary Brewing  
227 Company, 10 Shapleigh Road, Site A, to hold a one day event on October 24, 2015 from noon to  
228 8:00 p.m. to serve beer under an enclosed tent in front of the establishment.

229 Chairperson Thomson cited letters from Driscoll Realty, Inc. and Tributary Brewing Co., LLC  
230 regarding the request.

231 **A MOTION WAS MADE BY COUNCILOR LEMONT TO AUTHORIZE TRIBUTARY**  
232 **BREWING CO., LLC, 5 WINDING BROOKE LANE, SOUTH BERWICK, ME, A ONE**  
233 **DAY EXTENSION FOR TRIBUTARY BREWING COMPANY, 10 SHAPLEIGH ROAD,**  
234 **SITE A, TO HOLD A ONE DAY EVENT ON OCTOBER 24, 2015 FROM NOON TO 8:00**  
235 **P.M. TO SERVE BEER UNDER AN ENCLOSED TENT IN FRONT OF THE**  
236 **ESTABLISHMENT, SECONDED BY COUNCILOR SPILLER.**

237 Chairperson Thomson expressed concerns regarding the police detail referenced in the letter  
238 from Tributary Brewing Co., LLC.

239 Gail Mott, co-owner of Tributary Brewing Co., LLC, noted that two bathrooms are located inside  
240 the premise. One outdoor portable bathroom was sufficient in the past April event. She added  
241 that a police detail was present at another event and thought that the proposed level of detail for  
242 the requested event was appropriate.

243 Ms. Mott replied to Councilor Spiller that she inquired with the Police Department and  
244 anticipated a response from Traip Academy.

245 Councilor Denault agreed with Chairperson Thomson's recommendation to keep the police  
246 detail until 5:00pm.

247 Police Chief Short expressed concerns for the amount of traffic generated from other events  
248 scheduled simultaneously. With that, he found it acceptable to require police details in the peak  
249 hours suggested and direct parking to the south of Manson on one side of the street or Traip  
250 Academy.

251 **THE MOTION PASSED BY UNANIMOUS ROLL CALL VOTE 6/0/0.**

252 e. (100115-5) The Kittery Town Council moves to approve the disbursement warrants.

253 Town accounts payable of \$924,871.82.  
254 Sewer account payable of \$16,044.71  
255 School accounts payable of \$118,923.00.  
256 Total of all disbursement warrants of \$1,059,839.53.

257  
258 Councilor Dennett stated that the Town and Sewer warrants are in order. Councilor Lemont that  
259 the School warrants are in order.

260 **A MOTION WAS MADE BY CHAIRPERSON THOMSON TO APPROVE THE**  
261 **DISBURSEMENT WARRANTS, SECONDED BY COUNCILOR WHITE. THE**

262 **MOTION PASSED BY A UNANIMOUS VOICE VOTE 6/0/0.**

263 f. (100115-6) The Kittery Town Council moves to authorize Project Graduation to hold a  
264 toll booth at the Resource Recovery Facility on Saturday, October 17, 2015 from 9:00 a.m. to  
265 5:00 p.m.

266 **A MOTION WAS MADE BY COUNCILOR WHITE TO AUTHORIZE PROJECT**  
267 **GRADUATION TO HOLD A TOLL BOOTH AT THE RESOURCE RECOVERY**  
268 **FACILITY ON SATURDAY, OCTOBER 17, 2015 FROM 9:00 A.M. TO 5:00 P.M,**  
269 **SECONDED BY COUNCILOR SPILLER. THE MOTION PASSED BY A UNANIMOUS**  
270 **ROLL CALL VOTE 6/0/0.**

271 g. (100115-7) The Kittery Town Council moves to appoint Joyce Tobey as Warden and  
272 Sandra Lutts as Deputy Warden for the November 3, 2015 State and Municipal Election and the  
273 opening of the polls at 8:00 a.m. and closing at 8:00 p.m. as recommended by the Town Clerk.

274 **A MOTION WAS MADE BY COUNCILOR DENAULT TO APPOINT JOYCE TOBEY**  
275 **AS WARDEN AND SANDRA LUTTS AS DEPUTY WARDEN FOR THE NOVEMBER**  
276 **3, 2015 STATE AND MUNICIPAL ELECTION AND THE OPENING OF THE POLLS**  
277 **AT 8:00 A.M. AND CLOSING AT 8:00 P.M. AS RECOMMENDED BY THE TOWN**  
278 **CLERK, SECONDED BY COUNCILOR WHITE. THE MOTION PASSED BY A**  
279 **UNANIMOUS VOICE VOTE 6/0/0.**

280 h. (100115-8) The Kittery Town Council moves to sign the Municipal Warrant for the  
281 November 3, 2015 Municipal Election.

282 **A MOTION WAS MADE BY COUNCILOR SPILLER TO SIGN THE MUNICIPAL**  
283 **WARRANT FOR THE NOVEMBER 3, 2015 MUNICIPAL ELECTION, SECONDED BY**  
284 **COUNCILOR WHITE. THE MOTION PASSED BY A UNANIMOUS VOICE VOTE**  
285 **6/0/0.**

286 14. COUNCILOR ISSUES OR COMMENTS

287 Councilor Spiller noted that the WILSSA application to the Bureau of Parks and Lands for the  
288 dock at Wood Island has not yet been approved.

289 Councilor Denault thanked the individuals that worked on the enterprise account for the Kittery  
290 Port Authority.

291 Councilor Denault stated various concerns for the feedback he received pertaining to a report he  
292 prepared for Town Council regarding boards and committees.

293 Councilor Denault commended the Town of Eliot for their efforts to prepare an exit interview for  
294 the Police Chief.

295 Councilor Denault requested a detailed report indicating overtime expenditures in the Police  
296 Department since June 1, 2015.

297 Councilor Denault expressed concerns regarding a cease and desist letter to a prospective code  
298 violator mentioned in the media.

299 Councilor Denault noted the sunken sewer line near Martin Road.

300 Councilor Denault asked the current status of the Port Authority MOA.

301 Chairperson Thomson understood that the Eliot selectman would like a meeting with Kittery to  
302 discuss the shared Police Chief position.

303 Chairperson Thomson noted that a special meeting would be scheduled for Monday, October 19,  
304 2015 at 5:30pm regarding the sewer betterment fee assessments. Councilor Dennett asked  
305 whether the costs of the entire project were finalized. Town Manager Colbert-Puff added that the  
306 project is close to final and the numbers are based on a complete projection. Chairperson  
307 Thomson noted that the costs may or may not be ready to act upon.

308 15. COMMITTEE AND OTHER REPORTS

309 a. Communications from the Chairperson – None.

310 b. Committee Reports – None.

311 16. EXECUTIVE SESSION – None.

312 17. ADJOURNMENT

313 **A MOTION WAS MADE BY COUNCILOR WHITE TO ADJOURN THE MEETING AT**  
314 **8:29 P.M., SECONDED BY CHAIRPERSON THOMSON. THE MOTION PASSED BY A**  
315 **UNANIMOUS VOICE VOTE 6/0/0.**

316 Submitted by Marissa Day, Minutes Recorder, on August 13, 2016.

317 *Disclaimer: The following minutes constitute the author's understanding of the meeting. While*  
318 *every effort has been made to ensure the accuracy of the information the minutes are not intended*  
319 *as a verbatim transcript of comments at the meeting, but a summary of the discussion and*  
320 *actions that took place. For complete details, please refer to the video of the meeting on the*  
321 *Town of Kittery website at <http://www.townhallstreams.com/locations/kittery-maine>.*

1. Call to Order

Chairperson Beers called the meeting to order at 7:01 p.m.

2. Introductory

Chairperson Beers read the introductory.

3. Pledge of Allegiance

Chairperson Beers led those present in the Pledge of Allegiance.

4. Roll Call

Answering the roll call were Chairperson Gary Beers, Vice Chairperson Charles Denault, Councilors Frank Dennett, Kenneth Lemont, Judith Spiller, and Jeffrey Thomson.

Absent from the roll call was Councilor Russell White.

5. Agenda Amendment and Adoption

Chairperson Beers requested that Item 10a be revised to read as follows: "The Kittery Town Council moves to hold a public hearing and hereby resolve to be governed by the provisions of Title 21-A §696-2c and Title 21-A §722-A for determining and counting write-in votes."

Chairperson Beers requested that Item 13c be revised to read as follows: "The Kittery Town Council moves to endorse the Town Manager's recommendation for the Assessment Appeal Arbitration Process/Policy."

Chairperson Beers requested to withdraw Item 16 per Town Manager Granfield's request.

Chairperson Beers requested to add Item 13h, per the Finance Director's request, to read as follows: "The Kittery Town Council moves to schedule a public hearing IAW Section 6.09 para. 4 of the Kittery Town Charter to transfer appropriations between accounts and carry forward requests."

Agenda was adopted, as amended.

6. Town Manager's Report

Town Manager Granfield reviewed her written report.

**Personnel Items** – Interviews are ongoing for the Kittery Commissioner of Public Works and Police Lieutenant open positions. The existing Shoreland Resource Officer will perform on a full-time basis effective August 15, 2016. The assistant to the Police Chief is converting from full-time to part-time effective September 1, 2016. The Harbormaster resigned effective the end of September and Assistant Harbormaster in August. The Kittery Port Authority and Town staff will assist with that rehiring process. A meeting will be scheduled with the Personnel Committee to discuss job descriptions to include Human Resources Manager, Harbormaster and others.

**Sewer Betterments** – Various materials have been provided to the Town Council for the

34 upcoming meeting and the auditor is currently performing a review. The information regarding  
35 the two easements referenced in the last meeting identified no additional costs.

36 **Channel 22** – Staff is working with Comcast to have service at various locations and with the  
37 Kittery Community Service to make available an open studio. The intent is to expand the  
38 program to include another station. In the interim, the Town welcomed any new programs.

39 **John Paul Jones Park** – The revised maintenance agreement has still not been received and  
40 staff continues to monitor that.

41 **Parking Meeting** – Letters will be sent to invite citizens to a meeting on August 23, 2016 at  
42 Traip Academy discuss options and seek input regarding parking availability in the Foreside. An  
43 intern has collected data in the area to assist with formulating options.

44 **Retirement** – A retirement party for Commissioner of Public Works, Norman Albert, will be  
45 held on Thursday, August 25, 2016 from 3:00-5:30pm at the Kittery Community Center.  
46 Employees, Town Council, and the public invited to wish him the best.

47 **Volunteer Citizen Panel Recruitment** – The consultant coordinating the volunteer citizen panel  
48 applications for the new Town Manager position encouraged anyone interested to apply.

49 **Employee Recognition – Service Awards** – This program was initiated by employees and  
50 began July 1st to recognize dedicated citizens. Town Manager Granfield provided a brief  
51 background and explanation for the program, then proceeded to announce awards to eleven  
52 employees.

53 Councilor Spiller suggested that the Town's list-serv be used to send a message to request citizen  
54 volunteers for the Town Manager search.

55 7. Acceptance of Previous Minutes

56 Special Meeting – May 16, 2016

57 The minutes were adopted as presented.

58 Special Meeting – May 25, 2016

59 The minutes were adopted as presented.

60 Regular Meeting – July 25, 2016

61 Line 69 – insert “not” between “2.00%” and “be”

62 Line 267 – replace “501(3)(c)” with “501(c)(3)”

63 Line 407 – replace “parties” with “party”

64 Line 455 – add “law” after “State of Maine”

65 Line 523 – replace “Sean” with “Shawn”

66 Line 543 – replace “Whit” with “White”

67 The minutes were adopted, as amended.

68 8. Interviews for the Board of Appeals and Planning – None.

69 9. All items involving the town attorney, town engineers, town employees or other town  
70 consultants or requested officials.

a. (080116-4) The Kittery Town Council moves to discuss the next steps for the Rice Public Library proposal.

Councilor Thomson and Vice Chairperson Denault expressed interest in receiving further information before providing their input.

Councilor Spiller stated her concerns for the proposed development and its potential negative impact on the visual appearance of the Kittery Community Center. She doubted the ability to support a 20,000 s.f. sized building.

Councilor Lemont echoed Councilor Spiller's remarks. He voiced concerns regarding the location, proposed size, and directing the Rice Library in their planning process. Chairperson Beers responded that the Council's purview includes responding 'yay' or 'nay' to the proposal and decide whether a referendum vote for citizens is in order.

Chairperson Beers regrettably agreed with Councilor Spiller and Councilor Lemont. He explained in detail his concerns regarding the preservation of the historical building and the financial outlook based on budgetary constraints. He stated his support for a non-binding referendum ballot vote to field the interest of the citizens. Vice Chairperson Denault added that a referendum vote would generate a strong message for Council.

Councilor Thomson provided personal insight to emphasize that he was primarily concerned with the process of planning future library services in the community. He felt that concerns regarding the ownership, financing, and operations should be addressed before planning the development.

Vice Chairperson Denault reiterated that voters could help to clarify several decisions given the amount and various issues raised. Councilor Spiller questioned the effectiveness of a referendum vote and suggested that workshops be held. Further deliberations were had on the value of a referendum vote with consideration of; adding another question in the ballot, specific phrasing of the question, and providing financial considerations.

Councilor Thomson suggested that a working group be formed to identify lingering questions from the Council and various options for presentation to the Rice Library and Chairperson Beers concurred. Council concluded by agreeing to conduct a Council only workshop to air out all questions.

#### 10. PUBLIC HEARINGS

a. (080116-2) The Kittery Town Council moves to hold a public hearing and hereby resolve to be governed by the provisions of Title 21-A §696-2c and Title 21-A §722-A for determining and counting write-in votes.

Chairperson Beers opened the public hearing.

Ms. Karen Estee, Deputy Town Clerk, explained the intent of the resolution is to be consistent with Title 21 in that only declared write-ins would be counted, as opposed to all write-in votes.

Chairperson Beers closed the public hearing.

**A MOTION WAS MADE BY COUNCILOR THOMSON TO BE RESOLVED TO BE**

**GOVERNED BY THE PROVISIONS OF TITLE 21-A §696-2C AND TITLE 21-A §722-A  
FOR DETERMINING AND COUNTING WRITE-IN VOTES, SECONDED BY  
COUNCILOR SPILLER.**

Ms. Estee confirmed to Councilor Dennett that the resolution only pertains to local elections of elected officials, which is School Committee and Town Council, to count declared write-in candidates only. She added that without adopting the resolution, staff would continue to count the undeclared votes.

**THE MOTION PASSED BY A ROLL CALL VOTE 5/1/0 WITH COUNCILOR  
DENNETT OPPOSED.**

b. (080116-1) The Kittery Town Council moves to hold a public hearing and hereby ordains amendments to Title 13 of the Kittery Town Code.

Chairperson Beers opened the floor for public comment.

Kathy Hawkes, 16 Stevenson Road

Ms. Hawkes referenced typographical and formatting errors in Section 13.1.1.7. She highlighted major concerns as follows:

- The definition of 'premises' is not clear as to whether it pertains to the parcel or physical building. The prior text suggested that it is the parcel.
- The language of 'or connected to the system' appears problematic since parcels that are not required to connect to sewer would still have water meter readings, thus, accrue fees.
- The quarterly processing costs should not be charged to a parcel not connected.

Tricia Robillard, Martin Road

Ms. Robillard asked that the age of a system eligible for deferment should be increased from the proposed 10 years to at least between 15-20 years, since newer septic systems have longer lifespans. She suggested that if a resolution cannot be seen before the next voting, then a non-binding referendum vote may help to decide how the Town will cover the project costs.

Cheryl Dickinson

Ms. Dickson asked whether past projects that charged residents nothing was calculated into the determined historical average.

Chairperson Beers closed the public hearing.

Chairperson Beers cited verbiage from Section 13.1.1.11c to explain that it is an actual fact requirement. At some point when the system fails, the property owner of a bettered property would be required to make connection to the system.

Chairperson Beers referenced another statement that explained the qualifying conditions for low-income deferment.

**A MOTION WAS MADE BY VICE CHAIRPERSON DENAULT TO ORDAIN  
REVISIONS TO TITLE 13 OF THE KITTERY TOWN CODE AS FOLLOWS,  
CHAPTER 1 ARTICLE 1 IN GENERAL, ARTICLE 5 MAIN EXTENSIONS, ARTICLE  
6 NEW SEWER SERVICE CONNECTION FEES, AND CHAPTER 13.2 SEWER  
SERVICE DECISION APPEALS, AS AMENDED, SECONDED BY CHAIRPERSON**

148 **BEERS.**

149 Councilor Dennett thought the packet presented was incomplete and stated his opposition to the  
150 vote.

151 Councilor Thomson felt uncomfortable in voting without having financial information from the  
152 auditing firm.

153 Councilor Lemont questioned where the answers to the financial impact exists and felt that  
154 questions raised by Councilor Dennett were left unanswered.

155 Consensus was had that 50% of median income be the threshold for deferment.

156 **A MOTION WAS MADE BY CHAIRPERSON BEERS TO POSTPONE TO A MEETING**  
157 **ON AUGUST 15, 2016, SECONDED BY VICE CHAIRPERSON DENAULT. THE**  
158 **MOTION PASSED BY A UNANIMOUS ROLL CALL VOTE 6/0/0.**

159 11. DISCUSSION

160 a. Discussion by members of the public (three minutes per person)

161 Wallace “Bud” Gerry, 27 Route 236

162 Mr. Gerry noted that his request from the last Council meeting had still not been addressed.

163 Chairperson Beers requested that Town Manager Granfield follow through with the request.

164 Jennifer Taylor, Martin Road

165 Ms. Taylor questioned how some people would be able to afford the proposed fees. She inquired  
166 on how the calculated average of about \$9,000 was derived at since she determined roughly  
167 \$6,000. She mentioned that some other Towns do not have betterment fees whatsoever.

168 Kathy Hawkes, Martin Road

169 Ms. Hawkes felt that there still exist questions and concerns to address.

170 Whitney Gale, Martin Road

171 Mr. Gale noted there is a large difference between installment fees he understands from his  
172 experience and the proposed installment fee from the Town.

173 Tricia Robillard, Martin Road

174 Ms. Robillard felt that Council needs to revise the ordinance. She did not support incorporating  
175 costs of past projects. She hoped that in future projects of this nature should require a 60%  
176 majority vote from the citizens.

177 b. Response to public comment directed to a particular Councilor – None.

178 c. Chairperson’s response to public comments

179 Ms. Taylor –The calculations were a relative comparison based on inflation. The current  
180 proposed plan is approximately \$1,422,000, which equals an average for properties an acre or  
181 less at about \$5,200.

182 Ms. Hawkes & Ms. Robillard – Those statements were echoed and Chairperson Beers agreed

183 that the process be immortalized.

184 Mr. Gale – The entire project costed \$7.65 million and the state law has required that 50% of that  
185 be paid by bettered property owners. The revised revenue profile would reduce total fees to  
186 \$1,422,000 and any further reduction from that would jeopardize the Town's financial situation.  
187 It would be necessary to have assurance of additional projected revenues before reducing it  
188 further.

189 12. UNFINISHED BUSINESS – None.

190 13. NEW BUSINESS

191 a. Donations/gifts received for Council disposition – None.

192 b. (080116-4) The Kittery Town Council moves to approve the disbursement warrants.

193 Town accounts payable of \$287,683.95.

194 Sewer account payable of \$5,189.70.

195 School accounts payable of \$13,103.34.

196 School accounts payable of \$461,678.84.

197 Total of all disbursement warrants of \$1,262,655.83.

198

199 Councilor Dennett stated that the Town and Sewer warrants are in order. Councilor Lemont that  
200 the School warrants are in order.

201 **A MOTION WAS MADE BY COUNCILOR THOMSON TO APPROVE THE**  
202 **DISBURSEMENT WARRANTS, SECONDED BY COUNCILOR SPILLER. THE**  
203 **MOTION PASSED BY A UNANIMOUS VOICE VOTE 6/0/0.**

204 c. (080116-4) The Kittery Town Council moves to endorse the Town Manager's  
205 recommendation for the Assessment Appeal Arbitration Process/Policy.

206 **A MOTION WAS MADE BY COUNCILOR THOMSON TO ENDORSE THE TOWN**  
207 **MANAGER'S RECOMMENDATION FOR THE ASSESSMENT APPEAL**  
208 **ARBITRATION PROCESS/POLICY, SECONDED BY COUNCILOR SPILLER.**

209 Councilor Dennett asked the difference between the arbitrator's panel forum versus arbitrator  
210 appointment, which was answered as when an official is selected for nomination.

211 Councilor Dennett asked to clarify the meaning of a cognizant municipal department heads.

212 **THE MOTION PASSED BY A UNANIMOUS ROLL CALL VOTE 6/0/0.**

213 d. (080116-5) The Kittery Town Council moves to approve amendment to Appendix A  
214 of the Kittery Town Code.

215 **A MOTION WAS MADE BY COUNCILOR THOMSON TO APPROVE AMENDMENT**  
216 **TO APPENDIX A OF THE KITTERY TOWN CODE, SECONDED BY VICE**  
217 **CHAIRPERSON DENAULT.**

218 Councilor Dennett suggested that at lines 47-49 it indicate that new entrance connection fees be  
219 established based on per-unit basis for residences or based on per-occupancy basis for non-

220 residential structures.

221 **THE MOTION WAS AMENDED. THE MOTION PASSED BY A UNANIMOUS ROLL**  
222 **CALL VOTE 6/0/0.**

223 e. (080116-6) The Kittery Town Council moves to approve an application from Cork  
224 Distributors Inc., 12 MacDougal Street, Kittery, Maine for a Malt, Spirituous and Vinous Liquor  
225 License for For the Love of Food & Drink, 120 Rogers Road.

226 **A MOTION WAS MADE BY COUNCILOR THOMSON TO APPROVE AN**  
227 **APPLICATION FROM CORK DISTRIBUTORS INC., 12 MACDOUGAL STREET,**  
228 **KITTERY, MAINE FOR A MALT, SPIRITUOUS AND VINOUS LIQUOR LICENSE**  
229 **FOR FOR THE LOVE OF FOOD & DRINK, 120 ROGERS ROAD, SECONDED BY**  
230 **COUNCILOR SPILLER. THE MOTION PASSED BY A UNANIMOUS ROLL CALL**  
231 **VOTE 6/0/0.**

232 f. (080116-7) The Kittery Town Council moves to appoint a representative to meet with  
233 the Chair of the Port Authority to interview Charles C. Patten for his appointment to that board  
234 until 8/31/18.

235 **A MOTION WAS MADE BY COUNCILOR DENNETT TO APPOINT COUNCILOR**  
236 **WHITE TO MEET WITH THE CHAIR OF THE PORT AUTHORITY TO INTERVIEW**  
237 **CHARLES C. PATTEN FOR HIS APPOINTMENT TO THAT BOARD UNTIL 8/31/18,**  
238 **SECONDED BY VICE CHAIRPERSON DENAULT. THE MOTION PASSED BY A**  
239 **UNANIMOUS VOICE VOTE 6/0/0.**

240 g. (080116-8) The Kittery Town Council moves appoint a representative to meet with the  
241 Chair of the Board of Assessment Review to interview Mary Thron for her appointment to that  
242 board as an alternate member until 12/31/19.

243 **A MOTION WAS MADE BY COUNCILOR SPILLER TO APPOINT VICE**  
244 **CHAIRPERSON DENAULT TO MEET WITH THE CHAIR OF THE BOARD OF**  
245 **ASSESSMENT REVIEW TO INTERVIEW MARY THRON FOR HER APPOINTMENT**  
246 **TO THAT BOARD AS AN ALTERNATE MEMBER UNTIL 12/31/19, SECONDED BY**  
247 **COUNCILOR DENNETT. THE MOTION PASSED BY A UNANIMOUS VOICE VOTE**  
248 **6/0/0.**

249 (080116-9) The Kittery Town Council moves to schedule a public hearing IAW Section 6.09  
250 para. 4 of the Kittery Town Charter to transfer appropriations between accounts and carry  
251 forward requests.

252 **A MOTION WAS MADE BY COUNCILOR THOMSON TO SCHEDULE A PUBLIC**  
253 **HEARING ON THE SUGGESTED DATE IAW SECTION 6.09 PARA. 4 OF THE**  
254 **KITTERY TOWN CHARTER TO TRANSFER APPROPRIATIONS BETWEEN**  
255 **ACCOUNTS AND CARRY FORWARD REQUESTS, SECONDED BY CHAIRPERSON**  
256 **BEERS. THE MOTION PASSED BY A UNANIMOUS VOICE VOTE 6/0/0.**

257 14. COUNCILOR ISSUES OR COMMENTS

258 Councilor Thomson asked whether the suggestion at the last meeting regarding a turning lane at

259 PNSY Gate 2 was reviewed. Town Manager Granfield responded that the Police Chief and the  
260 Commission of DPW have not yet addressed the next steps for that.

261 Councilor Thomson referenced a follow-up letter from the Police Chief responding to his  
262 concerns stated in the June 13, 2016 meeting about New Hampshire license plates and vehicle  
263 registrations.

264 Vice Chairperson Denault thanked Town Manager Granfield assisting with coordination of the  
265 paint striping and thanked the Police Chief for the speed trailer at Memorial Circle.

266 Councilor Lemont complemented Town Manager Granfield for the improved situation at the  
267 Kittery Point bridge.

268 15. COMMITTEE AND OTHER REPORTS

269 a. Communications from the Chairperson

270 A workshop is scheduled for August 22, 2016 at 6:00pm with the Parks commission to discuss  
271 passes, drones, and dogs.

272 The Wood Island Concession Revision has been accepted by the National Park Service.

273 Documentation was provided regarding arbitration assessment and arbitrator appointment.

274 In response to a previous public comment regarding a recent paving project, the surface paving  
275 was paid for by DPW and under paving paid for by the sewer project. There was no natural gas  
276 installation activity. Until had to uncover gate valves that were paved over.

277 Once Council adopts an assessment plan scheduled for August 15, 2016, a 30-day notice process  
278 would commence and a public hearing be scheduled for most likely on September 19, 2016.  
279 From that point, notices will be sent for connection requirements.

280 b. Committee Reports – None.

281 16. EXECUTIVE SESSION – None.

282 17. ADJOURNMENT

283 **A MOTION WAS MADE BY COUNCILOR THOMSON TO ADJOURN THE MEETING**  
284 **AT 8:42 P.M., SECONDED BY VICE CHAIRPERSON DENAULT. THE MOTION**  
285 **PASSED BY A UNANIMOUS VOICE VOTE 6/0/0.**

286 Submitted by Marissa Day, Minutes Recorder, on August 17, 2016.

287 *Disclaimer: The following minutes constitute the author's understanding of the meeting. While*  
288 *every effort has been made to ensure the accuracy of the information the minutes are not intended*  
289 *as a verbatim transcript of comments at the meeting, but a summary of the discussion and*  
290 *actions that took place. For complete details, please refer to the video of the meeting on the*  
291 *Town of Kittery website at <http://www.townhallstreams.com/locations/kittery-maine>.*



**TOWN OF KITTERY**  
200 Rogers Road, Kittery, ME 03904  
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**REPORT TO TOWN COUNCIL**

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Meeting Date: August 25, 2016  
From: Norman Albert Commissioner of Public Works  
Subject: Mutual Aid Agreement  
Councilor Sponsor: Chairperson Gary Beers

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**EXECUTIVE SUMMARY**

The Mutual Aid Agreement was developed by the Public Works Committee and Southern Maine Planning Development Committee. It has been reviewed by the SMPDC attorney and the Town of Saco attorney.

**STATEMENT OF NEED**

This agreement would allow the Public Works departments of up to 14 Towns to work together in an emergency.

**BACKGROUND**

Many of the Towns likely have some type of agreements for fire and police but DPW has no mutual aid agreement in place.

**FACTS BEARING ON THE EQUATION**

Under this agreement the Towns (14) would be allowed to use labor at each Towns employee's rate of pay and equipment at FEMA rate. Since each Town has the same insurance (MMA) each Town would be responsible for their employees. This agreement would be managed by SMPDC and is funded by MDOT.

The Period of Assistance under this agreement means the period of time beginning with the departure of any personnel of the Assisting Party from any point for the purpose of traveling to the location of the Requesting Party in order to provide assistance and ending upon the return of all personnel and equipment of the Assisting Party, after providing the assistance requested, to their residence or regular place of work, whichever occurs first. The Period of Assistance shall not include any portion of the trip to the Requesting Party or the return trip from the Requesting Party during which the personnel of the Assisting Party are engaged in a course of conduct not reasonably necessary for their safe arrival at or return from the location of the Requesting Party.

**CURRENT SITUATION**

The towns have no such agreement that allows DPW departments to work and share labor and equipment in case of an emergency.

**PROPOSED SOLUTION/RECOMMENDATION**

The Towns sign into this agreement.

**RATIONALE FOR THE PROPOSED SOLUTION (INCLUDING COSTS)**

This agreement would allow Towns to work together with both labor and equipment in an emergency at a rate that would save Towns money as they would not pay contractors. Each Town has a different class of employees and each Town has different types of equipment. This would be an agreement for emergencies only and it would be at the discretion of each Town's DPW Commissioner/Director to send either labor, equipment, or both and how far they would travel.

**York County Maine Public Works Mutual Aid Agreement**  
**Mutual Aid and Assistance Agreement**

This public works mutual aid agreement is entered into on the \_\_\_\_ day of \_\_\_\_\_ 2016 ("Effective Date"), by and among the signatory hereto and the municipalities listed on Appendix D, all being bodies politic and corporate located in the County of York and State of Maine ("Agreement").

WHEREAS, 37-B M.R.S.A. § 784 authorizes political subdivisions of the state to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted;

WHEREAS, 37-B M.R.S.A. § 701 *et seq.*, 14 M.R.S.A. § 8101 *et seq.*, and related state statutes set forth details concerning powers, duties, rights, privileges, immunities of political subdivisions of the state rendering outside aid;

WHEREAS, 30-A M.R.S.A. § 2201 *et seq.* provides for interlocal cooperation between and among political subdivisions of the state;

WHEREAS, the State of Maine is geographically vulnerable to hurricanes, tornadoes, blizzards, and other natural disasters that in the past have caused severe property damage to public roads, utilities, buildings, parks, and other governmentally-owned facilities;

WHEREAS, the Parties to this Agreement recognize that additional public works manpower and equipment may be needed to mitigate further damage and restore vital services to the citizens of the affected community should such disasters occur and wish to work cooperatively in that regard;

WHEREAS, the political subdivisions also wish to undertake non-emergency joint public works projects in order to collaboratively gain from the extensive resources available from participating subdivisions as a whole;

WHEREAS, to provide the most effective mutual aid possible, the parties hereto intend to foster communications between their public works personnel and the public works personnel of other political subdivisions of the State by visits and exchange of information; and

WHEREAS, the parties to this Agreement encourage their public works personnel to implement detailed administrative procedures to be used during emergencies and other non-emergency joint public works projects which foster partnering,

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained herein, the Parties hereto agree as follows:

## SECTION 1. DEFINITIONS

A. "*Agreement*" means this document, the York County Public Works Mutual Aid Agreement.

B. "*Requesting Party*" means the political subdivision requesting aid in the event of an emergency or other non-emergency joint public works project.

C. "*Assisting Party*" means the political subdivision furnishing equipment and/or manpower to the Requesting Party.

D. "*Authorized Representative*" means an employee of a participating government authorized by that government to request, offer, or provide assistance under the terms of this Agreement (a list of the authorized representatives for the signing participating government is attached to this Agreement as Appendix A).

E. "*Emergency*" means any occurrence, or threat thereof, whether accidental, natural, or caused by man, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of public property and declared as such by the participating government.

F. "*Participating Government*" means any political subdivision of the State of Maine which executes this Public Works Mutual Aid Agreement.

G. "*Period of Assistance*" means the period of time beginning with the departure of any personnel of the Assisting Party from any point for the purpose of traveling to the location of the Requesting Party in order to provide assistance and ending upon the return of all personnel and equipment of the Assisting Party, after providing the assistance requested, to their residence or regular place of work, whichever occurs first. The Period of Assistance shall not include any portion of the trip to the Requesting Party or the return trip from the Requesting Party during which the personnel of the Assisting Party are engaged in a course of conduct not reasonably necessary for their safe arrival at or return from the location of the Requesting Party.

H. "*Political Subdivision*" means any county or municipality created pursuant to Maine law.

I. "*Work or Work-Related Period*" means any period in which either the personnel or equipment of the Assisting Party are being used by the Requesting Party to provide assistance and for which the Requesting Party will reimburse the Assisting Party. Specifically included within such period of time are rest breaks when the personnel of the Assisting Party will return to active work within a reasonable time. Specifically excluded from such period of time are breakfast, lunch, and dinner breaks.

## SECTION 2. PROCEDURES

When a Participating Government becomes affected by an Emergency, it shall invoke Emergency-related mutual aid assistance by declaring a state of local emergency. The following procedures shall then be followed to request public works mutual aid from another Participating Government. These same procedures should also be applied when requesting assistance for non-emergency joint public works projects.

A. The Requesting Party shall contact the Authorized Representative of one or more of the Participating Governments and provide them with the following information.

1. A general description of the damage sustained;
2. Identification of the part of the infrastructure system for which assistance is needed (e.g., streets, sanitary sewer, potable water, or storm water systems) and the type of work assistance needed;
3. The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed;
4. The present weather conditions and the forecast for the next twenty-four hours;
5. A specific time and place for a representative of the Requesting Party to meet the personnel and equipment of the Assisting Party;
6. The recommended route between the Requesting Party's and Assisting Parties' locations and the travel conditions along that route, based on the best information available.

B. When contacted by a Requesting Party, the Authorized Representative of a Participating Government shall assess his government's situation to determine whether it is capable of providing assistance. No Participating Government shall be under any obligation to provide assistance to a Requesting Party. If the Authorized Representative determines that their Participating Government is capable of and willing to provide assistance, they shall so notify the Authorized Representative of the Requesting Party, and provide reasonable estimates of the following information:

1. A complete description of the personnel, equipment, and materials to be furnished to the Requesting Party;
2. The length of time the personnel, equipment, and materials will be available;
3. The areas of experience and abilities of the personnel and the capability of the equipment to be furnished;
4. The name of the person or persons to be designated as supervisory personnel;
5. The estimated time when the assistance provided will arrive at the location

designated by the Authorized Representative of the Requesting Party.

C. The personnel and equipment of the Assisting Party shall remain, at all times, under the direct supervision and control of the designated supervisory personnel of the Assisting Party. Representatives of the Requesting Party shall suggest work assignments and schedules for the personnel of the Assisting Party; however, the designated supervisory personnel of the Assisting Party shall have the exclusive responsibility and authority for assigning work and establishing work schedules for the personnel of the Assisting Party. The designated supervisory personnel of the Assisting Party shall maintain daily personnel time records, material records and a log of equipment hours; shall be responsible for the operation and maintenance of the equipment furnished by the Assisting Party; and shall report work progress to the Requesting Party. Notwithstanding, anything found elsewhere in this Agreement, the supervisory personnel of the Assisting Party shall have the exclusive right to refuse work deemed by them to be dangerous, unsafe or inappropriate for their crews, equipment, or supplies, given the circumstances.

D. The Assisting Party may, in its sole discretion, withdraw its assistance (in whole or in part) at anytime after giving notice to that effect to the Requesting Party.

E. The Requesting Party, during a declared emergency, shall, as necessary, provide food and housing for the personnel of the Assisting Party from the time of their arrival at the designated location to time of their departure. Such benefit shall be furnished when conditions are not suitable for travel or when extended hours of work will not permit sufficient rest period.

F. The Requesting Party shall provide communications between the personnel of the Assisting Party and the Requesting Party.

G. Whenever the employees of the Assisting Party are rendering outside aid pursuant to this Agreement, such employees shall have the powers, duties, rights, privileges, and immunities, and shall receive compensation, incidental to their employment.

H. The Requesting Party shall complete a written agreement regarding the assistance to be rendered, setting forth the terms agreed upon in the telephone request to the Assisting Party, and shall transmit said agreement by the quickest practical means to the Assisting Party for approval. A sample form is attached as Appendix C. The Assisting Party shall acknowledge the written agreement by executing and returning a copy to the Requesting Party by the quickest practical means, maintaining a copy for its files.

### SECTION 3. REIMBURSABLE EXPENSES

The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be in accordance with the following provisions, unless otherwise agreed upon by the involved Parties and specified in the written agreement executed in accordance with paragraph 2.H. of this Agreement.

A. *Personnel*: During the Period of Assistance, the Assisting Party shall continue to pay its employees according to its then prevailing ordinances, rules, regulations, and contracts. The Requesting Party shall reimburse the Assisting Party for all direct and indirect payroll costs and expenses incurred during the period of assistance, including, but not limited to, employee pensions and benefits as provided by Generally Accepted Accounting Principles (GAAP). The Requesting Party shall reimburse any amounts paid or due for compensation to employees of the Assisting Party under the terms of the Maine Workers' Compensation Act due to personal injury or death occurring while providing services to the Requesting Party. While the Requesting Party shall reimburse the Assisting Party for payments made in workers compensation benefits required to be paid to its employees due to personal injury or death, both the Requesting and Assisting Party shall enjoy immunity from civil prosecution as provided for in the Maine Workers' Compensation Act.

B. *Equipment*: The Assisting Party shall be reimbursed for the use of its equipment during the Period of Assistance according to the latest FEMA Schedule of Equipment Rates. Each rate covers all costs eligible under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, et seq., for ownership and operation of equipment, including depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incidental to operation. The Assisting Party shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition. At the request of the Assisting Party, fuels, miscellaneous supplies, and minor repairs for the Assisting Party's equipment during the period of assistance may be provided by the Requesting Party, if practical. The total equipment charges to the Requesting Party shall be reduced by the total value of the fuels, supplies, and repairs furnished by the Requesting Party.

C. *Materials and Supplies*: The Assisting Party shall be reimbursed for all materials and supplies furnished by it and used or damaged during the period of assistance, unless such damage is caused by gross negligence, willful or wanton misconduct, intentional misuse, or recklessness of the Assisting Party's personnel. The Assisting Party's personnel shall use reasonable care under the circumstances of a declared emergency in the operation and control of all materials and supplies used by them during the period of assistance. The measure of reimbursement shall be the replacement cost of the materials and supplies used or damaged plus ten (10) percent of such cost. In the alternative, the involved Parties may agree that the Requesting Party will replace,

with like kind and quality as determined by the Assisting Party, the materials and supplies used or damaged.

D. *Record Keeping*: The Assisting Party shall maintain records and submit invoices for reimbursement by the Requesting Party using formats recommended by FEMA publication DR&R 7 (Disaster Response and Recovery). Requesting Party finance personnel shall provide information, directions, and assistance for record keeping to Assisting Party personnel. For non-emergency mutual aid programs, the prepared mutual aid record keeping system invoice form will be use.

E. *Payment*: Unless otherwise mutually agreed in the written agreement executed, in accordance with paragraph 2.H. or a subsequent written addendum to the agreement, the Assisting Party shall bill the Requesting Party's department for all reimbursable expenses with an itemized invoice not later than sixty (60) days following the Period of Assistance; and the Requesting Party shall pay the bill in full not later than thirty (30) days following the billing date. Unpaid bills shall become delinquent upon the 31<sup>st</sup> day following the billing date and once delinquent shall accrue interest at the rate of twelve (12) percent per annum.

#### SECTION 4. INSURANCE

Each Participating Government shall bear the risk of its own actions, as it does with its day-to day operations, and determine for itself what kinds of insurance, and in what amounts, it will carry. Each Participating Government will have a letter on file from its insurance carrier authorizing it to provide and receive assistance under this Agreement, and indicating that there will be no lapse in its insurance coverage on employees, vehicles, or liability. If a Participating Government is self-insured, its file shall contain copy of a resolution authorizing its self-insurance program. A copy of the insurance carrier's letter or the resolution of self-insurance shall be attached as Appendix B to the executed copy of this Agreement, which is filed with the York County Emergency Management Agency, SMPDC, and each Participating Government. Each Assisting Party shall be solely responsible for determining that its insurance is current and adequate prior to providing assistance under this Agreement.

#### SECTION 5. INDEMNIFICATION

Each Member Municipality shall indemnify, defend and hold harmless the other Member Municipalities to this Agreement and its and their officers, agents and employees from all claims, causes of actions, judgments, damages, losses and expenses, including attorney fees, arising out of or resulting from negligent acts or omissions of the indemnifying Member Municipality and its officers, agents or employees. This section shall not be interpreted to waive the monetary limits or substantive areas of immunity

under the Maine Tort Claims Act (14 M.R.S.A. § 8101 et, seq.) or the Maine Emergency Management Act (37-B M.R.S.A. § 822), as may be amended from time to time, or any other immunities or defenses under other applicable law.

#### SECTION 6. LENGTH OF TIME FOR EMERGENCY AND NON-EMERGENCY SERVICES

The duration of such state of emergency declared by the Requesting Party is limited to seven (7) calendar days. It may be extended, if necessary, in 72-hour increments Non-emergency assistance will be rendered to the limits satisfactory to partnering effort as mutually agreed by Participating Governments.

#### SECTION 7. TERM

This Agreement shall be in effect for one (1) year from the date hereof and shall automatically renew in successive one (1) year terms when approved under Section 10. The Agreement can be terminated but must be in writing by the participating government. Written notice of such termination shall be made in writing and shall be served personally or by registered mail upon the York County Emergency Management Agency.

#### SECTION 8. EFFECTIVE DATE OF THIS AGREEMENT

This Agreement shall be in full force and effect upon approval by the participating government and upon proper execution hereof. Each participating government shall file an executed copy of this Agreement with the York County Emergency Management Agency and SMPDC.

#### SECTION 9. ROLE OF YORK COUNTY EMERGENCY MANAGEMENT AGENCY

The only responsibilities the York County Emergency Management Agency shall have under this Agreement is to serve as a central depository for executed Agreements, to maintain a current listing of Participating Government and their Authorized Representatives which is set forth herein as Appendix D, and to provide an updated copy of the listing to each of the Participating Governments on an annual basis during the second quarter of the calendar year.

#### SECTION 10. AGREEMENT FILING PROVISIONS

Counterparts of the Agreement with original signatures and copies of insurance letters shall be filed and maintained at the York County Emergency Management Agency in Alfred, Maine including all Participating Governments. This agreement must be filed with the Secretary of State as well.

## SECTION 11. SEVERABILITY

Should any portion, section, or subsection of this Agreement be held to be invalid by a court of competent jurisdiction, that fact shall not affect or invalidate any other portion, section or subsection; and the remaining portions of this Agreement shall remain in full force and affect without regard to the section, portion, or subsection or power invalidated so long as the primary goals of the Parties can still be effectuated.

### **APPROVE ONLY ONE BELOW:**

IN WITNESS WHEREOF, this Agreement has been duly approved in regular session of this governing body the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

IN WITNESS WHEREOF, this Agreement has been duly approved in regular session of this governing body the \_\_\_\_\_ day of \_\_\_\_\_, 2016 and further reserve the privilege of an automatic annual renewal by same governing body understanding that any lapse to this agreement will result in loss of service from neighboring communities as could be necessary.

### **PARTICIPATING GOVERNMENT:**

CITY/TOWN: \_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_  
(Typed or Printed Name and Title)

ATTEST: \_\_\_\_\_ (AFFIX SEAL)

\_\_\_\_\_  
(Typed or Printed Name and Title)

ATTACH INSURANCE LETTER OR RESOLUTION and  
MAIL AN EXECUTED COPY OF THE AGREEMENT TO:

Southern Maine Planning and Development Commission  
110 Main Street Suite 1400  
Saco, ME 04072

**Appendix A**  
**Public Works Mutual Aid Agreement**  
**Authorized Representative Contact Information**

This document shall be updated and distributed by the York County Emergency Management Agency and SMPDC as set forth in the Public Works Mutual Aid Agreement.

DULY AUTHORIZED REPRESENTATIVE  
(*the emergency contact for the mutual aid program*)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Municipality: \_\_\_\_\_

Address: \_\_\_\_\_

City-Town/State/Zip: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Cell/Emergency Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Fax: \_\_\_\_\_

Pager: \_\_\_\_\_

Radio Frequency: \_\_\_\_\_

**Appendix B**  
Public Works Mutual Aid Agreement  
Insurance Information from Participating Government  
*[To be inserted]*

**Appendix C**  
**Public Works Mutual Aid Agreement**  
**Sample Request Letter and Provide Letter**

**Sample Letter for Requesting Aid – “Requesting Party”**

«Date»

«Name of Provider»

«Address of Provider»

Dear «Provider Contact»;

This letter is to request aid under the York County Public Works Mutual Aid Program, pursuant to the Mutual Aid and Assistance Agreement adopted by your governing board.

The «Town/City of» requests mutual aid for a disaster that «Is Imminent/Is In Progress/Has Occurred». «Description of Disaster» (try to limit to three sentences).

The services requested are «Specify Equipment, Personnel, Materials, and Supplies». The services will be required for «Length of Time», beginning «Date When Assistance Should Arrive».

Please have your designated personnel meet «Your Contact Person» at «Specify Location» at «Specify Time» on «Specify Date».

Sincerely,

*Name of Authorized Recipient Representative*

*Title of Authorized Recipient Representative*

## **Sample Letter for Providing Aid – “Assisting Party”**

*«Date»*

*«Name of Recipient»*

*«Address of Recipient»*

Dear *«Authorized Recipient Contact»*;

This letter is in response to your request for mutual aid dated *«Specify Date»* under the York County Public Works Mutual Aid Program, pursuant to the Mutual Aid and Assistance Agreement adopted by our governing board.

The *«Town/City of»* will send the following *«Specify Equipment, Personnel, Materials, and Supplies»* for a period of *«Specify Number»* days, and will attempt when possible to provide twenty-four (24) hours notice of our intent to terminate assistance.

Our team will arrive at *«Specify Location»* at *«Specify Time»* on *«Specify Date»*. *«Specify Name»* will be responsible for the supervision of our team during its duration in your community.

Sincerely,

*Name of Authorized Provider Representative*

*Title of Authorized Provider Representative*

**Appendix D**  
**Public Works Mutual Aid Agreement**  
**List of Participating Governments and Their Authorized Representatives**

*[To Be Inserted]*

**FY 2015 TRANSFERS BETWEEN ACCOUNTS**

A	B	C	D	E	F	G	H	I	J
1			<b>GENERAL FUND BUDGET TRANSFERS</b>						
2									
3	<b>TRANSFER FROM:</b>	<b>ACCT #</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>	<b>TRANSFER TO:</b>	<b>ACCT #</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>	
4									
5									
6	<b>#1</b>	ASSESSING	TRANSFERS OUT	\$ 55,850	ADMIN	101110-68500	TRANSFERS IN	\$ 55,850	
7									
8	<b>#2</b>	RESOURCE RECOVERY	TRANSFERS OUT	\$ 28,350	INTEREST PAYMENTS	101230-68268	2015 CIP BOND INTEREST	\$ 28,350	
9									
10	<b>#3</b>	RESOURCE RECOVERY	TRANSFERS OUT	\$ 22,800	POLICE	101310-68500	TRANSFERS IN	\$ 22,800	
11									
12	<b>#4</b>	RESOURCE RECOVERY	TRANSFERS OUT	\$ 24,210	FIRE	101320-68500	TRANSFERS IN	\$ 24,210	
13									
14	<b>#5</b>	PLANNING	TRANSFERS OUT	\$ 565	COUNTY TAX	101150-65480	OTHER PROFESSIONAL SRVCS	\$ 565	
15									
16	<b>#6</b>	IN TOWN PARKS	TRANSFERS OUT	\$ 8,150	GENERAL ASSISTANCE	101520-65480	TRANSFERS IN	\$ 8,150	
17									
18	<b>#7</b>	OTHER INSURANCES	TRANSFERS OUT	\$ 15,000	STREET LIGHTS	101330-68500	TRANSFERS IN	\$ 15,000	
19									
20	<b>#8</b>	PLANNING	TRANSFERS OUT	\$ 2,570	HYDRANT RENTALS	101340-65300	TRANSFERS IN	\$ 2,570	
21									
22	<b>#9</b>	FORT FOSTER	TRANSFERS OUT	\$ 11,100	MISC ACCOUNTS	101740-65025	COMPUTER MAINTENANCE	\$ 11,100	
23									
24	<b>#10</b>	PLANNING	TRANSFERS OUT	\$ 100	STATE/BANK FEES	101750-65954	BANK FEES	\$ 100	
25									
26									
27			<b>TOTAL GENERAL FUND TRANSFERS FROM:</b>	\$ 168,695			<b>TOTAL GENERAL FUNDS TRANSFERS TO:</b>	\$ 168,695	
28									
29									
30									
31			<b>OTHER FUNDS TRANSFERS to fund overdrawn accounts</b>						
32									
33	COMPUTER REPLACEMENT / REPAIR	4020-68500	TRANSFERS OUT	\$ 3,462.95	OFFICE FURNITURE REPLACEMENT	4021-43580	TRANSFERS IN	\$ 3,462.95	
34	FORT FOSTER PIER	4016-68500	TRANSFERS OUT	\$ 16,000.00	DRAINAGE PROJECTS	4002-43580	TRANSFERS IN	\$ 16,000.00	
35									
36			<b>TOTAL OTHER FUNDS TRANSFERS TO CLOSE OUT ACCOUNTS</b>	\$ 19,462.95			<b>TOTAL OTHER FUNDS TRANSFERS TO</b>	\$ 19,462.95	

**FY 2015 CARRY FORWARDS**

	A	B	C	D	E	F
1	CARRY FORWARD	ACCT #	DESCRIPTION	AMOUNT		EXPLANATION
2						
3						
4						
5	HIGHWAY	101410-64010	FULL TIME SALARIES	\$ 34,000		TO COVER ANTICIPATED SHORTFALL IN SALARIES DUE TO THE RETIREMENT OF THE PWC
6						
7	HIGHWAY	101410-64029	OVERTIME - SNOW & STORMS	\$ 20,000		TO COVER ANTICIPATED SHORTFALL IN SALARIES DUE TO THE RETIREMENT OF THE PWC
8						
9	RESOURCE RECOVERY	101930-64010	FULL TIME SALARIES	\$ 20,000		TO COVER ANTICIPATED SHORTFALL IN SALARIES DUE TO THE RETIREMENT OF THE PWC
10						
11						
12			GRAND TOTAL	74,000.00		

ROBERT C. CARPENTER  
SYLVIA A. CARPENTER  
603-431-7773  
304 SALMON AVE.  
PORTSMOUTH, NH 03801

Albany, NH

4725  
54-8863/2114

07-28-2016  
Date

Pay to the Order of Kittery Recreation Department \$ 1,000.00  
one thousand dollar and 00/100 Dollars

**Northeast**  
CREDIT UNION  
Your Trusted Neighbor  
PO Box 1240, Portsmouth, NH 03802-1240

For Adventure Camp Sylvia A. Carpenter

⑆211489630⑆ 751000056893⑈ 4725

Harland Clarke

DONATION to SUMMER ADVENTURE CAMP  
for kids to use for Kids Choice Trip + camp  
Trip

Deposit into Advanced program Sales 1000-24300

August 8, 2016

Town of Kittery  
Attn: Town Council  
200 Rogers Road Ext.  
Kittery, ME 03904

Dear Sirs and Madams,

We are writing to request permission to hold two special events this Fall. The first is to celebrate Tributary's 2<sup>nd</sup> Anniversary on Saturday, September 10, 12 noon to 8 pm. The second is for the release of Mott the Lesser on Saturday, October 22, 12 noon to 8 pm.

It is necessary to gain the Town of Kittery's permission in order to get a permit from the State of Maine to extend the bonded area to a tent outside our tasting room. Our landlord, Driscoll Realty, has given us approval and is prepared to write a letter to this effect.

Tributary will have a 20' x 40' tent, porto potty, and one day food vendor(s). We will hire a police detail for both events. We will also notify our business & immediate residential neighbors of the event.

We respectfully submit this request.

Sincerely yours,



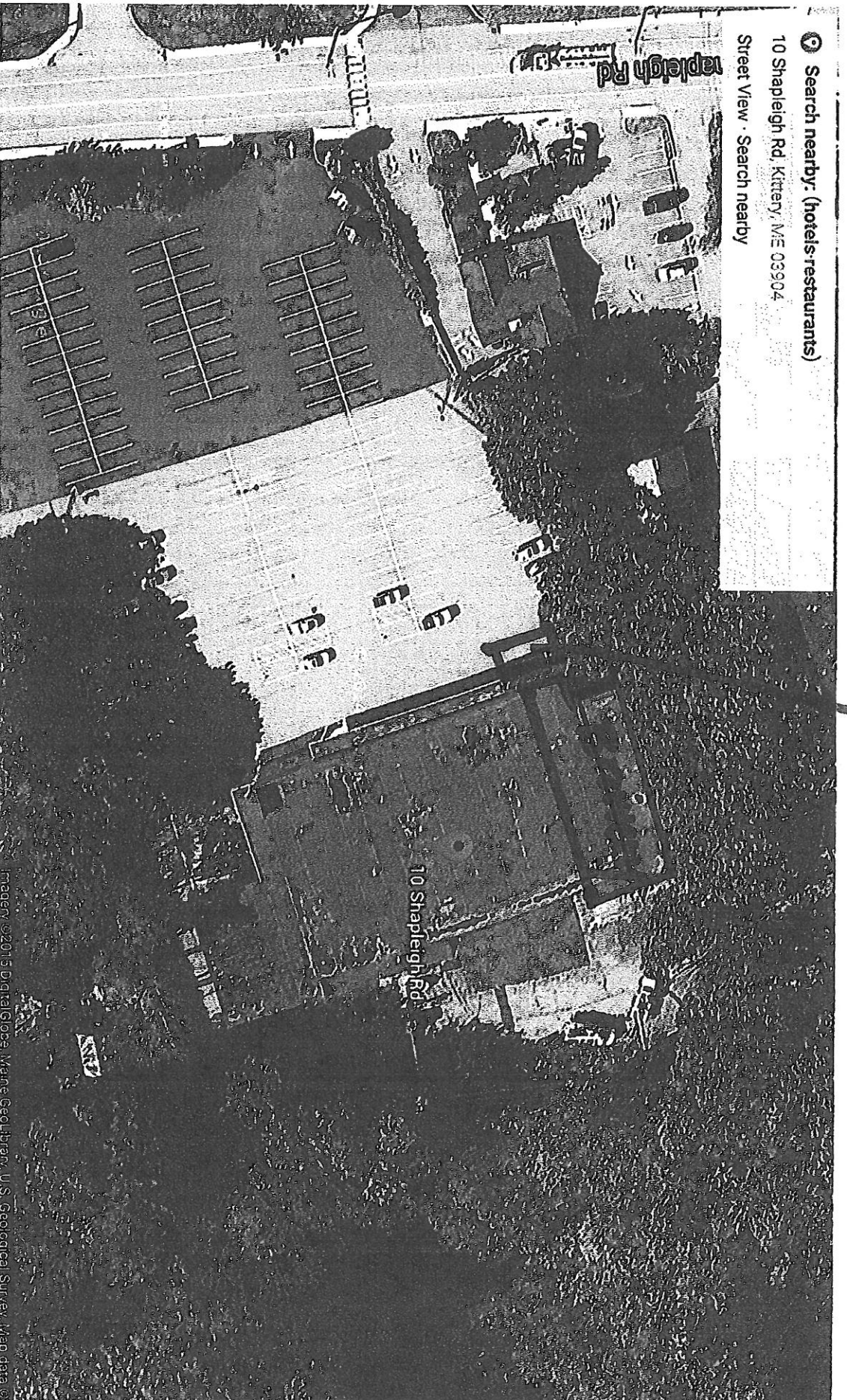
Galen & Tod Mott  
Owners  
Tributary Brewing Co.

Tent

Search nearby: (hotels+restaurants)

10 Shapleigh Rd, Kittery, ME 03904

Street View · Search nearby



Imagery ©2015 DigitalGlobe, Maine Geolibran, U.S. Geological Survey, Map data ©

# DRISCOLL REALTY, INC.

August 11, 2016

Town of Kittery  
Town Council  
200 Rogers Road  
Kittery, Maine 03904

RE: TRIBUTARY BREWING COMPANY EVENTS: September 10, 2016  
and October 22, 2016

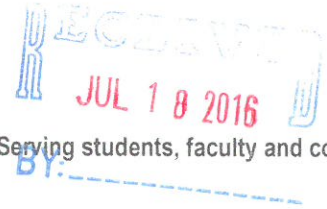
Dear Town Council,  
Driscoll Realty, Inc. hereby gives permission to Tributary Brewing  
Company to host two events this fall:  
September 10, 2016 from noon - 8:00 p.m., 2nd Anniversary Party.  
October 22, 2016 from noon - 8:00 p.m., Release Party.

Tributary Brewing Company will provide Driscoll Realty, Inc. with  
proper insurance required for any food vendors that may provide food  
for this event, as well as, any necessary equipment for fire protection.  
Tributary Brewing Company will be hiring police detail for the event  
and be responsible for monitoring all parking for this event.

Respectfully submitted,

  
Deborah Driscoll

Property Manager  
Driscoll Realty, Inc.



An event to benefit the Kittery K-8 PTA | Serving students, faculty and community

July 13, 2016

Dear Ms. Carol Granfield,

The Kittery K-8 PTA is planning to host its sixth annual Seaside 4 Miler, September 25, 2016, at Fort Foster. For the past 5 years, the PTA has hosted this event at Fort Foster and it has been a huge success! I am writing to ask you for your permission to host the road race at Fort Foster and to hang our promotional banner advertising the road race across Rogers Road. The PTA banner, hanging across Rogers Road in front of the Kittery Community Center, has been a huge help in making our race successful.

We are proud to say that last year the Seaside 4 Miler had over 150 runners and walkers from Kittery and around New England in attendance and raised \$4,500.00 for the Kittery School Department. While last year's event was a success, this year our fundraising goal is much greater. Your permission to host the 4-miler at Fort Foster as well as hang the banner across the road will assist in those fundraising efforts by promoting our road race.

Thank you for considering my request and look forward to speaking with you soon. Please feel free to contact me at your convenience.

Respectfully,

Sybil Carven  
Seaside 4 Miler Race Director  
Home: 439-5918  
Cell: 603-770-8087  
[sybil.carven@comcast.net](mailto:sybil.carven@comcast.net)

## Maryann Place

---

**From:** sybil.carven@comcast.net  
**Sent:** Thursday, August 04, 2016 3:09 PM  
**To:** Maryann Place  
**Subject:** RE: Kittery PTA Seaside 4 miler

Thank you. The event date is Sunday September 25th from 8:30am until 10:30. We are typically gone by then. Banner hung September 1st until the 25th. I know there are only certain days they hang up banners so I know that date won't be exact but it is a time frame to shoot for. Do I have to be at the meeting? Thank you for your help. Have a nice vacation.

----- Original Message -----

From: Maryann Place <[MPlace@kitteryme.org](mailto:MPlace@kitteryme.org)>  
To: sybil carven <[sybil.carven@comcast.net](mailto:sybil.carven@comcast.net)>  
Sent: Thu, 04 Aug 2016 18:00:37 -0000 (UTC)  
Subject: RE: Kittery PTA Seaside 4 miler

Hi Sybil,

Sorry to get back to you so late, been a bit busy as I will be on vacation next week.

If you can email me your request and include the date of the event and dates you would like to have the banner up (from when to when), I can include that in the Town Council packet for their August 22nd meeting. The cut off for the August 8th meeting was this past Tuesday at 4pm.

Maryann

Maryann Place, CCM  
Kittery Town Clerk  
200 Rogers Road  
Kittery, ME 03904  
Phone: 207-475-1328  
Fax: 207-439-6806  
Email: [mplace@kitteryme.org](mailto:mplace@kitteryme.org)<<mailto:mplace@kitteryme.org>>

From: [sybil.carven@comcast.net](mailto:sybil.carven@comcast.net) [<mailto:sybil.carven@comcast.net>]  
Sent: Thursday, August 04, 2016 9:40 AM  
To: Maryann Place  
Subject: Kittery PTA Seaside 4 miler

Hi Maryann,


I left you a message on your voicemail yesterday but I thought it might be easier to contact you via email. We sent a letter to the Town Manager a few weeks ago regarding the PTA Seaside 4 miler which will be held Sunday, September 25th but I understand she is on vacation this week, so that is why I am reaching out to you.

I am hoping we can get on the Town Council agenda for approval of the race as well as hanging our banner. This is our sixth year and everything has run very smoothly the last 5 years, so I don't see any issues with approval. I did not do this in the past, Susan Johnson took care of the town approval side of things, so I am sorry for my last minute request.

Please let me know your thoughts and if this is something I need to do in person or when Carol returns.

Thank you...  
Sybil

# Memorandum

**TO:** TOWN COUNCIL  
**FROM:** TOWN CLERK   
**DATE:** AUGUST 16, 2016  
**RE:** NOVEMBER 8<sup>TH</sup> ELECTION

---

This memo is a recommendation and a request for the appointment of Joyce Tobey as Warden and Sandra Lutts as Deputy Warden for the November 8, 2016, General and Municipal Election. I am requesting that the polls be open at 7:00 a.m. and close at 8:00 p.m. at the Kittery Community Center, 120 Rogers Road.

/mp



# TOWN OF KITTERY, MAINE

## TOWN CLERK'S OFFICE

200 Rogers Road, Kittery, ME 03904

Telephone: (207) 475-1328 Fax: (207) 439-6806

AUG 17 2016  
BY: 12:47 pm

PLEASE CHECK APPROPRIATE SQUARE:

- ☒ **APPLICATION FOR RE-APPOINTMENT TO TOWN BOARDS**
- ☐ **APPLICATION FOR APPOINTMENT FROM ALTERNATE TO FULL MEMBER**
- ☐ **APPLICATION FOR APPOINTMENT FROM FULL MEMBER TO ALTERNATE**

NAME: MARK DRUMMOND

RESIDENCE: 38 CUTTS IS. LN. KITTERY PT

MAILING ADDRESS IF DIFFERENT FROM ABOVE: \_\_\_\_\_

E-MAIL ADDRESS: FISHLIKEAD@MYFAIRPOINT.NET

TELEPHONE NUMBERS: (HOME) 337-3214 (WORK) \_\_\_\_\_

PRESENT POSITION: P.A.

PLEASE CHECK APPROPRIATE SQUARE:

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Board of Appeals               | <input checked="" type="checkbox"/> Port Authority | <input type="checkbox"/> Mary Safford Wildes Trust                 |
| <input type="checkbox"/> Conservation Commission        | <input type="checkbox"/> Planning Board            | <input type="checkbox"/> Shellfish Conservation Comm.              |
| <input type="checkbox"/> Board of Assessment Review     | <input type="checkbox"/> Parks Commission          | <input type="checkbox"/> Open Space Committee                      |
| <input type="checkbox"/> Cable TV Rate Regulation Board | <input type="checkbox"/> Personnel Board           | <input type="checkbox"/> Recycling Scholarship Selection Committee |
| <input type="checkbox"/> Other _____                    |  |  |

COMMENTS: \_\_\_\_\_

Please read the back of this application before signing.

Mark Drummond  
SIGNATURE OF APPLICANT

8-17-16  
DATE

## **2016 TENTATIVE AGENDA ITEMS**

**August 29, 2016 – 6:00 p.m. Workshops – Port Authority**

**September 12, 2016 – 6:00 p.m. Workshop – Discuss amendments to Titles 6 and 12  
- Rice Public Library**

- Disbursement warrants
- Set the tax rate (Paul and Carol provide documents)
- Schedule a public hearing for TBD to amend Title 2 ?
- Town Council nominations for Assessment Appeal Arbitration Appointments

**September 19, 2016 – 6:00 p.m. Special Meeting**

- Assessment Hearings
- Continuation of Assessment Hearings to date and time specific - if needed

**September 21, 2016 – 6:00 p.m. Special Meeting (if needed)**

- Continuation of Assessment Hearings

**September 26, 2016**

- Disbursement warrants
- Municipal Election Warrant



# United States Department of the Interior

NATIONAL PARK SERVICE

NORTHEAST REGION

15 State Street

Boston, Massachusetts 02109-3572

IN REPLY REFER TO:

8.A.2

August 12, 2016

Carol M. Granfield  
Interim Town Manager  
Town of Kittery  
200 Rogers Road  
Kittery, ME 03904

Dear Ms. Granfield:

Thank you for the executed Repair and Maintenance Agreement and the Concession Agreement dated July 26, 2016. These agreements are (I believe) identical to the drafts I approved by email on June 24, 2016, and are both acceptable to the National Park Service.

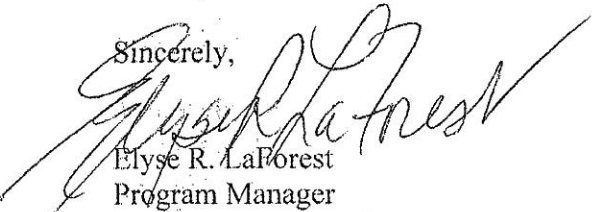
I recognize that, subsequent to the execution of these agreements, and with my attorney's permission, I authorized the insertion of the following phase into each agreement:

This AGREEMENT is governed and interpreted by Maine Law.

If you revise the agreements to include this statement, and resign them, please send me copies so the Town's records and our files will be the same.

Thank you for the Town's efforts to draft agreements that were acceptable to all parties.

Sincerely,

  
Elyse R. LaForest  
Program Manager  
Federal Lands to Parks Program